



SONY-50L2204.CON

Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
)
 KOMURO, et al.) Examiner: Truong, Thanhnga B.
)
 Application No.: 09/664,992) Art Unit: 2135
)
 Filing Date: September 18, 2000)
)
 For: A METHOD AND SYSTEM FOR)
 TRANSFERRING INFORMATION)
 USING AN ENCRYPTION)
 MODE INDICATOR)
 _____)

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Technology Center 2100

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER (37 CFR § 1.321(c))
TO OBVIAE PROVISIONAL OBVIOUSNESS-TYPE
DOUBLE PATENTING REJECTION

Dear Sir:

1. Name of Assignees: SONY Corporation and
SONY Electronics, Inc.
- Addresses of Assignees: SONY Corporation of Japan
7-35 Kitashingawa 6-Chome,
Shinagawa-ku,
Tokyo, Japan
- SONY Electronics, Inc.
1 Sony Drive
Park Ridge, New Jersey 07656

Terminal Disclaimer
Examiner: Truong, Thanhnga B.

-1-

Application No. 09/664,992
Group Art Unit: 2135

2. The Assignee certifies to the best of Assignee's knowledge and belief that Assignee has the entire right, title, and whole interest in and to the above referenced patent application, and represents that the undersigned is authorized to sign on behalf of the above-referenced Assignee.

3. On information and belief, a copy of an assignment or other documents that evidences placement of title of the above-referenced Application in the Assignee is recorded with the United States Patent and Trademark Office at:

Reel: 011504

Frame: 0311

Recorded on: February 5, 2001

A certificate under 37 CFR 3.73(b) is attached hereto.

4. Assignees disclaim the terminal part of any Patent granted on the above-captioned Patent Application, extending beyond expiration of the full statutory term of the prior U.S. Patent No. 6,223,285, as presently shortened by any terminal disclaimer under 37 CFR § 1.321. Assignees hereby agree that any Patent granted on the above-captioned Patent Application shall be enforceable only for and during such period, as the legal title to said Patent shall be the same as the legal title to prior U.S. Patent No. 6,223,285. This agreement to run with any Patent granted on the above-captioned Patent Application and to be binding upon the grantor, its successors, or assigns.

5. Petitioner does not disclaim any terminal part of any Patent granted on the above-captioned Patent Application prior to the expiration of the full statutory term of Patent granted on prior U.S. Patent No. 6,223,285 as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a), has all claims canceled by reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for a separation of legal title to the above-captioned Patent Application.

6. The agent of record is empowered to sign on behalf of the Assignees.

7. The terminal disclaimer fee under 37 CFR 1.20(d) is enclosed.

Respectfully submitted,
WAGNER, MURABITO & HAO LLP

Dated: 29 June 2004



Matthew J. Blecher
Registration No. 46,558

WAGNER, MURABITO & HAO LLP
Two North Market Street
Third Floor
San Jose, CA 95113
(408) 938-9060

Assignment To SONY Corporation and SONY Electronics

Whereas, I/we, Yoshitomo Oswawa.....
 executed employment agreements with SONY Corporation and SONY Electronics, hereinafter called the Assignees, (SONY Corporation having its principal place of business at Tokyo, Japan, and SONY Electronics, Inc., a Corporation of Delaware) whereby I/we have agreed to assign to the Assignees all inventions (except as otherwise limited by law) which relate to the business of the Assignees and which were first conceived or actually reduced to practice during my/our employment by the Assignees;

Now, therefor, pursuant to the terms of said employment agreements and for good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby sell, assign and transfer unto the Assignees, their successors and assigns, the entire right, title and interest, including the right of priority in, to and under an application for Letters Patent of the United States entitled:

A METHOD AND SYSTEM FOR TRANSFERRING INFORMATION USING AN ENCRYPTION MODE INDICATOR

..... filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: 08/957,051 filed on 10/24/97 and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of the Assignees, their successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignees, their successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by the Assignees.

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	<u>(Yoshitomo Oswawa)</u>	Date:	<u>23/Mar/1998</u>
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....

Attorney Docket No.: SONY-502204

Assignment To SONY Corporation and SONY Electronics

Whereas, I/we, Hisato Shima.....
executed employment agreements with SONY Corporation and SONY Electronics, hereinafter called the Assignees, (SONY Corporation having its principal place of business at Tokyo, Japan, and SONY Electronics, Inc., a Corporation of Delaware) whereby I/we have agreed to assign to the Assignees all inventions (except as otherwise limited by law) which relate to the business of the Assignees and which were first conceived or actually reduced to practice during my/our employment by the Assignees;

Now, therefor, pursuant to the terms of said employment agreements and for good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby sell, assign and transfer unto the Assignees, their successors and assigns, the entire right, title and interest, including the right of priority in, to and under an application for Letters Patent of the United States entitled:

A METHOD AND SYSTEM FOR TRANSFERRING INFORMATION USING AN ENCRYPTION MODE INDICATOR

..... filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: 08/957,051 filed on 10/24/97 and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of the Assignees, their successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignees, their successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by the Assignees.

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	<u>Hisato Shima</u>	Date:	<u>March 25, 1998</u>
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....

Assignment To SONY Corporation and SONY Electronics

Whereas, I/we, Tomoyuki Asano.....
 executed employment agreements with SONY Corporation and SONY Electronics, hereinafter called the Assignees, (SONY Corporation having its principal place of business at Tokyo, Japan, and SONY Electronics, Inc., a Corporation of Delaware) whereby I/we have agreed to assign to the Assignees all inventions (except as otherwise limited by law) which relate to the business of the Assignees and which were first conceived or actually reduced to practice during my/our employment by the Assignees;

Now, therefor, pursuant to the terms of said employment agreements and for good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby sell, assign and transfer unto the Assignees, their successors and assigns, the entire right, title and interest, including the right of priority in, to and under an application for Letters Patent of the United States entitled:

A METHOD AND SYSTEM FOR TRANSFERRING INFORMATION USING AN ENCRYPTION MODE INDICATOR

..... filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: 08/957,051 filed on 10/24/97..... and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of the Assignees, their successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignees, their successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by the Assignees.

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	<u>Tomoyuki Asano</u>	Date:	<u>Mar. 23, 1998</u>
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....
Inventor's Signature:	.....	Date:	.....

Assignment To SONY Corporation and SONY Electronics

Whereas, I/we, Teruyoshi Komuro.....
executed employment agreements with SONY Corporation and SONY Electronics, hereinafter called the Assignees, (SONY Corporation having its principal place of business at Tokyo, Japan, and SONY Electronics, Inc., a Corporation of Delaware) whereby I/we have agreed to assign to the Assignees all inventions (except as otherwise limited by law) which relate to the business of the Assignees and which were first conceived or actually reduced to practice during my/our employment by the Assignees;

Now, therefor, pursuant to the terms of said employment agreements and for good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby sell, assign and transfer unto the Assignees, their successors and assigns, the entire right, title and interest, including the right of priority in, to and under an application for Letters Patent of the United States entitled:

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..... filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: 08/957,051 filed on 10/24/97 and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, I/we agree promptly upon request of the Assignees, their successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional or reissue, or other papers which may be necessary or desirable fully to secure to the Assignees, their successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent provided the expenses which may be incurred by me/us in lending such cooperation and assistance are paid by the Assignees.

In witness whereof, I/we hereunto set my/our hand(s) and seal:

Inventor's Signature: Teruyoshi Komuro Date: 10/26/88

Inventor's Signature: Date:

Notification to Parent of Continuing Application Filing
Applicant: **Komuro et al.** Filed: **10/24/97**
Docket No.: **SONY-50L2204** Serial No.: **08/957,051**
Title: **METHOD AND SYSTEM FOR TRANSFERRING INFORMATION**
USING AN ENCRYPTION MODE INDICATOR
Sir:

Please acknowledge receipt of the following:

Certificate of Mailing
 Conditional Petition for an Extension of Time
 Notification of Filing of a Continuing Application

rev. 12/97 dbp

Submitted
9.18.00